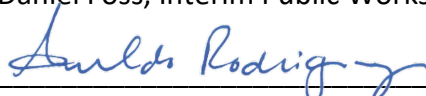




REPORT TO CITY COUNCIL

Approved by: 

Daniel Foss, Interim Public Works Director



Arnaldo Rodriguez, City Manager

Council Meeting of: July 21, 2021

Agenda Number: B-8

SUBJECT:

Consideration of California Conservation Corps (CCC) Sponsor Agreement

RECOMMENDATION:

Adopt a Resolution Approving a Sponsor Agreement with California Conservation Corps (CCC) for Performance of Work Projects

SUMMARY:

The City has experienced an increase in vegetation and brush growth in and around the Fresno River during the COVID-19 pandemic. To overcome this obstacle, the City is seeking labor-related assistance from California Conservation Corps. This collaboration is memorialized in the sponsor agreement between the City and CCC.

DISCUSSION:

Initially, to combat the amount of refuse accumulating in the Fresno River, staff researched the issue and determined to pilot a river clean-up program. The City partnered Junk King and Haul-R-U's to help mitigate some of the issues; however, to move this project further along, CCC will aid city employees in the beautification of the Fresno River by providing able body workers to assist.

CCC is a state organization dedicated towards conservation programs such as improving habitats and responding to both manmade and natural disaster situations. The proposed agreement offers the City an opportunity to utilize CCC personnel on work projects such as the Fresno River cleanup.

It should be noted that the proposed sponsor agreement is not intended to remove or disturb homeless persons who may be located in the Fresno River bottom. Rather, the goal is to remove

vegetation and overgrown shrubbery from the river channel, including the river bottom, and bridge areas. This in turn will make it easy to remove and prevent additional buildup of trash.

FINANCIAL IMPACT:

The City will contribute no more than \$5,000. This cost will cover miscellaneous equipment and employee costs. These funds will be provided out of the Streets Department contracted services account.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Approval of this sponsor agreement is not addressed in the Vision or Action Plans and is not in conflict with the actions or goals contained in that plan.

ALTERNATIVES:

If Council chooses not to adopt this Resolution, the (CCC) sponsor agreement will not be executed.

ATTACHMENTS:

1. Resolution
2. Exhibit A: Sponsor Agreement with California Conservation Corps

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA APPROVING A SPONSOR AGREEMENT WITH CALIFORNIA
CONSERVATION CORPS FOR PERFORMANCE OF WORK PROJECTS**

WHEREAS, the City of Madera ('City') has experienced an increase in refuse in the Fresno River during the COVID-19 pandemic; and

WHEREAS, the City is in need of services to assist in work projects such as the Fresno River cleanup; and

WHEREAS, the California Conservation Corps ('CCC') offers services on work projects to public agencies such as the City; and

WHEREAS, the City and CCC wish to collaborate on work projects which are mutually beneficial.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA HEREBY finds, orders, and resolves as follows:

1. The above recitals are true and correct.
2. The City Council approves the sponsor agreement between the City and California Conservation Corps attached as Exhibit A.
3. This resolution is effective immediately upon adoption.

* * * * *



**SPONSOR AGREEMENT (CCC-96)
(for Governmental Entity - Local)**

This Sponsor Agreement (Agreement) is entered into by the California Conservation Corps (CCC), State of California and

Sponsor's Name: _____, a State of California Local Public Entity (Sponsor).

WHEREAS, the CCC is statutorily mandated to provide job skills training, educational opportunities and an increasing awareness of the State's natural resources to young adults;

WHEREAS, the CCC is authorized to work on projects in rural and urban areas that, provide a benefit to the public by, among other things, preserving, maintaining and/or enhancing the lands and water of the State of California, directly contributing to the conservation of energy and/or assisting in fire prevention and suppression;

WHEREAS, the CCC is authorized pursuant to the California Public Resources Code Section 14306 to execute contracts for furnishing the services of the CCC to any federal, state or local public entity, any local or statewide private organizations, and any person, firm, partnership, or corporation concerned with the objectives of the CCC program as specified in California Public Resources Code Sections 14000 and 14300;

WHEREAS, the Sponsor can provide opportunities for public service through meaningful and productive work projects;

WHEREAS, each party to this Agreement is duly authorized to enter into this Agreement; and

WHEREAS, the parties to this Agreement find and determine that it would be to their mutual advantage and the public benefit to join together to accomplish the purpose herein, and coordinate their power, authority and expertise for the CCC to use its corpsmembers and employees to accomplish projects specified by Sponsor and agreed to by the CCC;

CCC-96 GE (rev. 04/2020)





NOW THEREFORE, in consideration and recognition of the above, the Sponsor and CCC (collectively referred to herein as “the parties”) agree as follows:

A. Documentation of Projects

1. Sponsor will submit project proposals to the CCC.
2. The CCC shall work with Sponsor to include details of project proposals in a CCC Project Evaluation and/or other appropriate forms and documentation where applicable.
3. No project work will begin without CCC Project Evaluation documentation being signed by the parties’ representatives.
4. The documentation for any project necessarily incorporates into it this Agreement.
5. If there should be a conflict with terms and conditions contained in any other documents related to the parties’ relationship or any project related thereto, the terms and conditions set forth in this CCC 96 will take precedence.
6. Unless otherwise specified in the project documentation, the parties agree to accept documents that are electronically signed in accordance with Government Code Section 16.5.

B. Parties Obligations:

1. Sponsor agrees:
 - a. To pay for all costs, including but not limited to, labor, material and supply costs negotiated and agreed to by the parties that are directly related to and necessitated by the project and that are set forth in the project documentation;
 - b. To make available to the CCC adequate plans, specifications, materials, supplies, equipment and/or special labor requirements to complete the project as determined and agreed to by the parties as specified in the project documentation;
 - c. To provide adequate technical supervision as determined and agreed to by the parties;
 - d. To obtain approvals, clearances, and permits required by any local, state or federal entity, law, or regulation;
 - e. To the extent any project involves the CCC performing work on private property, it shall obtain and/or has obtained all necessary approvals, authorizations and/or permits from the owners of said





- private property before the CCC begins project work on said property and that the CCC is authorized to perform the project work on said private property;
- f. To obtain clearances and/or meet requirements, if any, of trade unions or other labor organizations occasioned by the participation of the CCC in the project;
 - g. To provide project sites that, to the best of the Sponsor's knowledge, are free of any known hazardous materials, but if there are any known hazardous materials present, the Sponsor shall provide the location, identity, and amounts of such hazardous materials as well as the associated Safety Data Sheets;
 - h. To provide or reimburse the CCC for acceptable temporary living accommodations for CCC personnel engaged in working on a project if: (1) the project is located at a site that is more than a one-hour drive from the designated CCC base center; and, (2) provision of such living accommodation is determined necessary by the parties;
 - i. To conduct an orientation with CCC personnel at the commencement of each project to explain the technical aspects, safety requirements and other relevant information necessary for the CCC to successfully complete the project including the identification of restroom facilities or alternatives;
 - j. To work with the CCC to conduct an educational or training presentation at the CCC base center or project site to CCC Corpsmembers; and,
 - k. To consider authorizing the CCC to place a sign, plaque or emblem on the project site that presents the CCC's contribution to the project.
2. CCC agrees to:
- a. Review project proposals submitted by the Sponsor and work with Sponsor to prepare project documentation for those proposed projects that are covered by the CCC's statutory mandate, consistent with the CCC's organizational priorities and within the CCC's operational capabilities;
 - b. Provide CCC personnel, equipment and materials to perform the obligations specified in the project documentation. The CCC will





- only use personnel who have received adequate prior training and are sufficiently equipped for and alerted to the general nature of the hazards inherent in the scope of work; and,
- c. Provide its personnel with Workers' Compensation coverage and benefits that are administered by the State Compensation Insurance Fund in accordance with the California Labor Code.
3. The Sponsor and CCC mutually agree to the following:
- a. This Agreement is not intended to affect the legal liability of either of the parties by imposing any standard of care other than the standard of care imposed by law;
 - b. Mutual Indemnification:
 - i. To the extent permitted by law including Article XVI, sections 1 and 6 of the California Constitution, and the California Claims Act, the CCC agrees to hold harmless and indemnify the Sponsor against any liability, damage, or loss legally determined to have occurred as a result of performance or failure to perform under this Agreement and/or the project documentation caused by the acts and/or omissions of any person directly employed by, enrolled in or under the control or supervision of the CCC while performing the work set forth in this Agreement and/or the project documentation; and,
 - ii. The Sponsor agrees to hold harmless and indemnify the CCC against any liability, damage, or loss legally determined to have occurred as a result of performance or failure to perform under this Agreement and/or the project documentation caused by the acts and/or omissions of any person directly employed by or under the control or supervision of the Sponsor while performing the work set forth in this Agreement and/or the project documentation;
 - c. Insurance:
 - i. The State of California has elected to cover its motor vehicle and general liability exposure through claims procedures instituted in accordance with the California Government Code provisions and the other provisions of





the law relating to such liability. Pursuant to those procedures, tort liability claims should be presented as a government claim to the Government Claims Program, P.O. Box 989052 MS 414, West Sacramento, CA 95798-9052; <http://www.dgs.ca.gov/orim/Programs/GovernmentClaims.aspx> in accordance with the California Government Code and the other provisions of the law governing submission of such claims. In addition, unless notified otherwise or on behalf of the CCC, motor vehicle liability claims should be presented to the Office of Risk and Insurance Management (ORIM), P.O. Box 989052 MS-403, West Sacramento, CA 95798-9052, (800) 900-3634, claims@dgs.ca.gov. If your motor vehicle liability claim is not resolved within six months from the date of loss, California law requires you to file a formal claim with the Government Claims Program, P.O. Box 989052 MS 414, West Sacramento, CA 95798-9052 (link above). It should be noted, however, that the willingness of ORIM to receive such motor vehicle liability claims does not constitute a waiver by the State of California or the CCC of the time limits or procedures provided by law or the filing of claims relating to such motor vehicle liability. It also should be noted that the addresses set forth in this paragraph are subject to change; any claimant is advised to verify the accuracy of and currency of the addresses for filing claims, and by setting forth addresses in this paragraph, neither the State of California nor the CCC is waiving any time limits or procedures provided by law for filing claims related to alleged motor vehicle or general liability or any other alleged liability.

- ii. The California Department of Human Resources has entered into a Master Agreement with the State Compensation Insurance Fund to administer Workers' Compensation benefits for State employees and Corpsmembers as required by the California Labor Code.





- d. The California Labor Code Section 1720.4(c) specifically exempts the CCC from paying state prevailing wages to Corpsmembers when engaged in public works projects. The CCC is not subject to the federal prevailing wage requirements set forth in the Davis-Bacon Act (Title 40 USC 276A et seq.) when providing labor on federal government contracts. Title 29 of the Code of Federal Regulations (CFR), Section 5.2(h) specifically provides that a State is not considered a contractor under statutes providing loans, grants, or other federal assistance in situations where construction is performed by its own employees and/or personnel;
- e. The California Business and Professions Code, Section 7040 exempts the State of California from contractor licensing requirements. The CCC is a state entity subject to the exemption;
- f. Improvements and Land Use:
 - i. All improvements constructed in whole, or in part by the CCC on lands owned or controlled by the Sponsor will remain the property of the Sponsor;
 - ii. Permission to camp and/or perform work on lands owned or controlled by Sponsor does not in any way convey to the CCC, its staff or any person or persons working with the CCC in the performance of said work, employee status that would extend to them the benefits afforded to permanent employees of Sponsor;
- g. Emergency Services and Possible Delays:
 - i. The CCC is required to provide emergency services when directed by the Governor of the State of California pursuant to an Executive Order, the Office of Emergency Services (Cal OES), Department of Forestry and Fire Protection (CAL FIRE) and other agencies charged with responding to emergencies throughout California arising from fire, flood, wind, and other natural and man-caused disasters.
 - ii. The CCC may be required to temporarily suspend or permanently cease work on projects due to required emergency response or emergency conditions. The parties agree that any delay in completing the work by the CCC due to response to an emergency shall be excused and costs incurred by the delay shall be the responsibility of the Sponsor.





- iii. The resources of the CCC are limited and the public service conservation work of the CCC may be altered in priority from time-to-time. The parties agree that other than delays caused by the CCC's response to an emergency, all other delays by either party shall be excused and costs caused by delays shall be the responsibility of the party incurring such costs.
- h. All contracts relating to the construction or operation of a project will contain a clause prohibiting discrimination and/or harassment against any person, employee or employee applicant engaged in the project work on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, and denial of family care leave;
- i. Budget Contingencies:
 - i. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State of California and the CCC shall have no liability to pay any funds whatsoever to Sponsor or to furnish any other considerations under this Agreement or related project documentation and Sponsor shall not be obligated to perform any provisions of this Agreement or related project documentation; and,
 - ii. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State of California and the CCC shall have the option to either cancel this Agreement with no liability occurring to the State of California or CCC, or offer an amendment to the Agreement reflecting the reduced amount;
- j. Subject to the provisions herein, all remedies allowed by law are available to either party for enforcement of this Agreement. Any waiver of rights by either party or any matter relating to this Agreement shall not be deemed to be a waiver unless in writing and approved by both parties and shall not be a waiver to any other provision or matter relating to this Agreement;





- k. If any part of this Agreement is found to be invalid the remainder of the Agreement shall continue in full force and effect;
- l. Neither the CCC nor the Sponsor may assign this Agreement or any interest therein without the written consent of the other party;
- m. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties;
- n. This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California;
- o. This Agreement shall remain in effect unless terminated upon thirty (30) days written notice from either party; and,

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- p. Each Party and its respective agents executing this Agreement warrants and represents that it has the full power and authority to execute, deliver and perform the obligations under this Agreement and that each Party's performance hereunder has been duly authorized by all requisite actions on the part of that Party.

Sponsor Information:

Sponsor Name:	Sponsor Department:
Address:	
Contact Person:	Phone:
Email Address:	

SIGNATURES

In Witness Whereof, the parties have agreed to the conditions of this Agreement as of the date shown below.

Sponsor Representative Signature:	
Print Name:	Date:

CCC District Director/Region Deputy Signature:	
Print Name:	Date:

